



NOTICE OF SOLICITATION

SERIAL 04178-C

**INVITATION FOR BIDS FOR: WATER TRUCK TANK AND SPRAY SYSTEMS
(NIGP CODES 72036, 72082)**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **NOVEMBER 2, 2004** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 04178-C INVITATION FOR BIDS FOR WATER TRUCK TANK AND SPRAY SYSTEMS (NIGP CODES 72036, 72082)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

WALT PRICE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3454

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04178 -C"

Responses must be received **BY 2:00 P.M., NOVEMBER 2, 2004**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04178-C

TITLE: WATER TRUCK TANK AND SPRAY SYSTEMS
(NIGP CODES 72036, 72082)

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **WATER TRUCK TANK AND SPRAY SYSTEMS**
(NIGP CODES 72036, 72082)

1.0 INTENT:

The intent of this invitation for bid is to establish a pricing agreement on a full line of parts, components, and supplies for Water Truck Tanks and Spray Systems as required by Equipment Services Department. For additional services available that are not mentioned in this IFB, a space is provided in the pricing section. The County reserves the right to determine whether any additional services submitted will be considered part of the IFB. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. The contract will be awarded in part, sections or groups where such action serves the County's best interest.

2.0 SPECIFICATIONS, GENERAL:

2.1 FLEET/EQUIPMENT:

The County has 32 water trucks. The bidders shall be distributors/wholesalers of the manufacturer's offered in the pricing section and respond to the specifications that pertain to their company. Their inventory shall reflect the parts, components, and supplies readily available /stocked.

2.2 BLANKET PRICING:

Material to be purchased against this contract covers a wide variety of replacement parts/supplies, accessories and components. Bidder(s) shall submit catalog and/or price sheets for each product offered, to provide the greatest coverage of related products. Submit price list(s) by catalog books, 3.5 disk, CD-Rom (formatted without needing a license to open; i.e. excel spreadsheet format) DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION. **Participants may also offer pricing for related commodities and services, not specifically addressed herein, by listing the related commodities and services offered on the pricing page(s) (Attachment A).**

2.3 CERTIFICATION:

It is the responsibility of the contractors to meet all safety standards, licenses and certified technicians required to perform service and repairs.

2.4 SAFETY STANDARDS:

All repairs and service shall meet the Code of Federal Regulation under Title 49, Inspection, Repair, and Maintenance within Part 396, and Federal Motor Vehicle Safety Standards within Part 571 (*revision 10-1-02 edition*).

2.5 SERVICE AND REPAIR:

Bidders may be required to provide service/repair on over flow work to eliminate down time on fleet. Bidders shall provide flat/labor rates for repairs. If the Time Rate Guide (TRG) is used to perform the services/repairs, this guide must be included with the bid submittal. Bidders shall include labor rates for out of scope and emergency service not listed in this IFB. No overtime charges are allowed without prior approval by Equipment Services. Rework shall be done at no cost to the County. An invoice must be submitted displaying zero cost and detailing the Complaint, Cause, and Cure.

2.6 SERVICE TRUCKS:

The service truck(s) must be fully equipped with parts, tools and equipment required to complete the repairs. The bidders shall indicate mileage charges (if any). The County shall not be responsible for any additional mileage due to parts, tools, material and other related items needed to complete the repairs. Equipment Services reserves the right to dispute/question charges for mileage and labor hours on all repairs and service if deemed unreasonable or if it exceeds industry standards.

2.7 DELIVERY/RESPONSE TIME:

It shall be the contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination, freight prepaid on normal deliveries. The County shall not be responsible for any freight (overnight, airfreight, UPS direct, etc.) with the exception of priority deliveries pre-approved by Equipment Services Parts Department authorized employees. Deliveries shall be made to all locations listed within 2 hours of notification. Exceptions are made when site is more than two (2) hours in distance (travel time) from contractor(s) facility. Contractor(s) shall notify Equipment Services of all delays for parts. Business hours at the main Equipment Services Parts Department at 3325 W. Durango Street, Phoenix, Arizona 85009, are open from 5:00 a.m. to 4:30 p.m. summer hours and 5:30 a.m. to 4:30 p.m. in the winter hours, telephone numbers are 602-506-4676 or 4868.

2.8 ADDITIONAL LOCATIONS:

Equipment Service's has four- (4) satellite service stations that are part of this IFB. All terms and conditions apply to these locations:

SITE ADDRESSES:

BUSINESS HOURS/DELIVERIES:

2.8.1	Mesa Service Center, 155 E. Coury, Mesa	6:00 a.m. TO 4:30 p.m.
2.8.2	Dysart Service Center, 16821 N. Dysart Rd. Surprise	7:00 a.m. TO 3:30 p.m.
2.8.3	Downtown Service Center, 120 S. 4th Ave, Phx.	7:00 a.m. TO 5:00 p.m.
2.8.4	Buckeye Service Center, 26449 W HWY 85, Buckeye	6:00 a.m. TO 2:30 p.m.

2.9 FLEET/EQUIPMENT PICK-UP:

The contractors must coordinate with our Customer Service on all pick-ups and deliveries. Response time for service pick-up shall be within four- (4) hours from notification and activity performing repairs within 24 hours. Our Service Coordinators shall inform the contractor of the required date the fleet/equipment shall return to our shop. The contractor shall notify the Service Coordinator the diagnosis of the repair and if the date required back is accepted. If any delays occur contact the service coordinators immediately. The direct line is 602-506-4678 or 2886. **The contractor shall provide a daily or weekly report (depending on how long the repairs will take) by fax (602-506-6013) Attn: Service Coordinator detailing the status of the fleet/equipment repair that is at their facility.**

The contractor shall deliver the repaired fleet/equipment to the location of pick up within four- (4) hours of notifying Equipment Services. If the contractor cannot comply with these terms they shall notify the Service Coordinator immediately, so other arrangement can be made. The contractor is responsible for transporting County vehicle(s) at no cost to the County. The County reserves the right to make arrangements for the delivery of the County fleet(s) and charge the fee to the assigned contractor of record. Exceptions are made when the County is not equipped with the equipment required to transport the fleet/equipment back to the County location.

2.10 PRODUCT DEFINITION:

Certain products covered in this IFB are acceptable to Equipment Services, if “rebuilt” or “remanufactured”, at the option of the County. **Any item(s) bid shall be assumed to be “new” unless so identified otherwise by the bidder. All items bid, without regard to “classification”, shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.**

2.11 WARRANTY:

The minimum warranty shall be 90 days or manufacturer’s warranty, whichever is greater. Warranty replacement will be done at no charge to the County. Defective parts shall be replaced within 24 hours of notification. The effective date on all warranties shall begin at the time of service and/or installation. For all parts returned under warranty, an invoice must be provided when the replacement part is received. Repairs under warranty must be documented by an invoice, detailing the Complaint, Cause, Cure and a zero cost.

2.12 INVOICING REQUIREMENTS:

All parts and service invoices shall be accompanied by a proper invoice billed to:

Equipment Services
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. All invoices shall indicate the following;

<u>Service invoice</u>	<u>Packing list or Parts invoice:</u> Note: packing slips must have pricing listed.
2.12.1 Contract Serial Number	1. Contract Serial Number
2.12.2 County purchase order number (If not paid by credit card)	2. County purchase order number (If not paid by credit card)
	3. County work order and vehicle #
2.12.3 County work order and vehicle number	4.. Part#/quantities/ descriptions
2.12.4 Arrival and completion time discount (Required when service trucks are used.)	5. Unit cost: list cost minus
	6. Freight (if applicable)
2.12.5 Description-complaint, cause, cure	7. Sales tax and tax rate
2.12.6 Parts used: list numbers/quantities/description	8. Total cost
2.12.7 Unit cost: list cost minus discount price	
2.12.8 Warranty	
2.12.9 Labor rate w/total hours	
2.12.10 Mileage-miles and rate (if any)	
2.12.11 Freight, (if applicable)	

2.12.12 Sales tax and tax rate (on parts only)

2.12.13 Total cost

2.12.14 Invoice must be legible (print must be readable)

The documents must be dated and signed (full name print) by the County employee.

***Freight:** If freight is applied on an invoice(s) the following are required on the invoice(s):

2.12.15 Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s)

2.12.16 Full Name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. SUBMIT A SAMPLE OF YOUR INVOICE WITH YOUR BID SUBMITTAL PROVIDING GENERIC INFORMATION.

2.13 RETURN POLICY:

The bidders shall state their return policy, time limitations or restocking charges (if any). Parts will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued in accordance with the vendors return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge (if any) shall be on a separate line. All credit memos must reference original invoice (when applicable), or return ticket slip number. All contractors must provide the County with return credit slip booklets upon request, at no cost to the County.

2.14 TRAINING:

The successful bidder shall completely train County personnel on site as instructed by Equipment Services in the use and care of the equipment and/or materials which may be purchased from this pricing agreement, at no cost to the County.

2.15 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors' to communicate with their parts department, service area, and accounts receivable and other areas involved in compliance with this pricing agreement. The pricing and labor rates shall be programmed in your financial system as offered. If the required information cannot be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements (reference section 2.12). Delay of payment will result if the required information is not provided.

2.16 ADDITIONAL CHARGES/FEEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless Arizona State or Federally mandated, other than those listed in the pricing section of this price agreement. All costs shall be included in the bid Price.

2.17 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities at any time during the award determination and after an award has been made.

2.18 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.19 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.20 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.21 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.22 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.24 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.25 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.26 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.27 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.27.1 Documentation from the manufacturer that the product of model has been discontinued.

2.27.2 Documentation that names the replacement product or model.

2.27.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.27.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.27.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.28 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.29 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.29.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.29.2 Pricing pages, MANDATORY (Attachment A)

2.29.3 Agreement page, MANDATORY (Attachment B)

2.29.4 References (Attachment C), MANDATORY

2.29.5 Vendor Information, MANDATORY (Attachment D)

2.29.6 Copies of Catalogs/Pricing Documents, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.7.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.7.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card (credit card) that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may/shall be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674
(gadget.beltran@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one extra hard copy and one (1) electronic copy of pricing on a 3.5" diskette or CD in the same Excel format as in Attachment A, Pricing Page(s). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 04178-C					
PRICING SHEET C432011/B0605382					
NIGP CODES 72036, 72082					
BIDDER NAME:					
F.I.D./VENDOR #:					
BIDDER ADDRESS:					
P.O. ADDRESS:					
BIDDER PHONE #:					
BIDDER FAX #:					
COMPANY WEB SITE:					
COMPANY CONTACT (REP):					
E-MAIL ADDRESS (REP):					
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES ____ NO					
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ____ YES ____ NO					
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO					
PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING. TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30. BIDDER MUST INITIAL THE SELECTION BELOW.					
NET 10 _____ NET 90 _____					
NET 15 _____ 2% 10, NET 30 _____					
NET 20 _____ 1% 10, NET 30 _____					
NET 30 _____ 2% 30, NET 31 _____					
NET 45 _____ 1% 30, NET 31 _____					
NET 60 _____ 5% 30, NET 31 _____					
INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: _____ %					
PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:					
____ NEWSPAPER ADVERTISEMENT					
____ MARICOPA COUNTY WEB SITE					
____ PRE-SOLICITATION NOTICE					
____ OTHER (PLEASE SPECIFY)					
PRICING:					
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.					

ATTACHMENT A

PRICING

DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below.

Bidder(s) shall submit with their bid response manufacturers' published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalogs, 3.5" diskettes or CD-ROM. Do not use the term "current pricing" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

	WATER TRUCK TANK AND SPRAY SYSTEM					
	PRODUCTS	MANUFACTURER	NEW OR REMAN.	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
1.	FIRE APPARATUS					
2.	SPRAYHEAD KITS					
3.	NOZZLES					
4.	AIR OPERATED VALVES AND REPAIR KITS					
5.	GROOVE FITTINGS					
6.	THREAD / WELD FITTINGS					
7.	BERKELEY PUMPS					
8.	MONARCH PUMPS					
9.	CAM LOCKS & SWIVELS					
10.	HOSE REELS					
11.	HYDRAULICS					
12.	MANUAL VALVES & FITTINGS / GASKETS					
13.	ELECTRIC VALVES / ARTICULATED SPRAY / CONTROL VALES					
14.	GRAVITY DROP / TANK MOUNTING KIT / LIGHTS					
15.	PLUMBING KIT					
16.	"U" KIT PLUMBING					
17.	TANK SYSTEMS AND KITS					
	5 VALVE AIR SYSTEM					
	3 VALVE AIR SYSTEM					
	DROP ON "R" KIT					
	5 AIR VALVE "U" KIT					
	FLUSHER SYSTEM					

ATTACHMENT A

PRICING

18.	DUST SUPPRESSION DISTRIBUTOR SYSTEM				
19.	ADDITIONAL PRODUCT AND MANUFACTURERS				
BIDDERS ARE REQUIRED TO LIST THE UNIT COST FOR EACH PART EXCLUDING TAX. UNIT COST SHALL REFLECT THE DISCOUNTS OFFERED.					
	PART #	DESCRIPTION	ESTIMATED QTY.	UNIT PRICE	
1.	PUMPB69876PH	BERKLEY PUMP	5		
2.	GRVCPL0300	GROOVE COUPLING 3"	10		
3.	PUMPBS30636	HYDRAULIC COUPLER FOR BERKELEY PUMP	5		
4.	VALBF400LUG	4" BUTTERFLY VALVE, LUG STYLE	10		
5.	VALBF300LUG	3" BUTTERFLY VALVE, LUG STYLE	10		
6.	HSEMIL15025TXT	MILL HOSE ASSEMBLY 1/1/2 X 25'	25 FEET		
7.	CAMLOC0300-C	FEM CAM X HOSE SHANK 3"	10		
8.	CLAMP0300	HOSE CLAMP PREFORMED (F12) 3"	10		
9.	PUMPB80703	SHAFT KIT B4ZRKS	5		
10.	PUMPBS05126	BERKELEY 4 X 3 VOLUTE GASKET	5		
No additional charges other than those listed on this pricing page.					
Repair & Fabrication Services:(if not applicable place N/A in the field)					
Labor Rate:					
		Contractor's facility:	\$	/hr	
		County Facility:	\$	/hr	
Labor Rate for out of scope work not listed and emergency:			\$	/hr	
Labor Rate for Overtime:			\$	/hr	
Labor Rate for Field Service:			\$	/hr	
Labor Rate for Field Service Overtime:			\$	/hr	

ATTACHMENT A

PRICING

Mileage (if any):					
Field Service - 1 ton:					
Field Service - 2 ton:					
Indicate hours of delivery and number of deliveries a day:					
Business hours (include time to order and receive same day delivery):					
Return Policy:					
	Time limitations:				
	Restocking charges (if any):				
Warranty (define):					
Are the manufacturer's offered stocking items or do you have to order (explain):					
Dollar value of parts bid in stock:					
Additional services offered: Separate sheet acceptable (define/submit pricing):					
ADDITIONAL PARTICIPATING LOCATIONS:					

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING BID

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP INDIVIDUAL/
STATUS: SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

